

CONTRACT NUMBER

CONTRACT PLAN CODE

SELLER CODE

**REGISTRATION**

**CONTRACT HOLDER INFORMATION**

CONTRACT HOLDER NAME 1

CONTRACT HOLDER NAME 2

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

E-MAIL

**SELLING ACCOUNT INFORMATION**

SELLER NAME

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

**COVERED VEHICLE INFORMATION**

VEHICLE IDENTIFICATION NUMBER (VIN)

YEAR

CONTRACT PURCHASE DATE

TERM OF CONTRACT

MAKE

Months: \_\_\_\_\_

CURRENT ODOMETER

MODEL

CONTRACT PURCHASE PRICE

Mileage: \_\_\_\_\_

**CONTRACT PERIOD**

**Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date). All plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" requires that You wait thirty (30) days from the Contract Purchase Date and one thousand (1,000) miles from the Current Odometer mileage as stated on this Registration page. Thirty (30) days and one thousand (1,000) miles will be added to the term of Your Contract.**

**OPTIONAL COVERAGE PACKAGE**

[COMFORT]

[PERFORMANCE]

**MANDATORY SURCHARGES**

Commercial Use Vehicles

(If box is not checked, no coverage applies)

**DEDUCTIBLE**

\$50

\$100

If NO SELECTION is made, a \$100 Deductible shall apply

Administered by

**Enterprise Financial Group, Inc. (EFG)**

or one of it's affiliated companies (see DEFINITIONS for Your state specific Administrator)

[P.O. Box 167667, Irving, TX 75016, 1-877-838-3322]

For more information about Your TechChoice coverage please visit [<http://thetechchoice.com>]

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## CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regards to the benefits provided.
- Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, [11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694]. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below.  
**For Connecticut, Florida, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, and South Dakota residents only:** Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694].  
**For Minnesota residents only:** Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, [11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694.]
- The purchase of this Contract is not required in order for You to purchase or obtain financing for this Vehicle and is subject to verification.

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## DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the “Contract Holder Information” section on the Registration page.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled “Covered Parts”.
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Breakdown or Mechanical Breakdown does not include gradual reduction in operating performance or failure resulting from wear and tear or ordinary use.
- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the “Contract” section above.
- **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
- **Lubricated Part** means a part that requires lubrication to perform its function.
- **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
- **Seller and Issuing Party** means the entity where You purchased Your Contract.
- **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
- **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322. [www.efgcompanies.com](http://www.efgcompanies.com)].  
**For Delaware residents only:** We Us and Our means Reticulated Administrative Services, Inc. (RAS), [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322].  
**For Florida residents only:** We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322. Florida License #: 60102].  
**For Louisiana and South Carolina residents only:** We, Us and Our means EFG Agency, Inc., [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322].  
**For Texas residents only:** We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322].

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## OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Allowed labor times will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & AllData. Replacement parts, not to exceed manufacturer’s suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

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- Reimburse You for a rental car at the rate of up to twenty-five dollars (\$25) for every eight (8) hours, or portion thereof, of authorized labor time required to complete the covered repair, not to exceed a maximum of five (5) days. If You selected the [Comfort] or [Performance] Package box on the Registration page, the reimbursement rate is thirty dollars (\$30) for every eight (8) hours, or portion thereof, of authorized labor time required to complete the covered repair, not to exceed a maximum of five (5) days per Mechanical Breakdown. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.
  - Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.
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## YOUR OBLIGATIONS

- **You should have the engine oil and filter changed within ninety (90) days after Contract Purchase Date, unless you have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Purchase Date. The minimum requirement on oil and filter changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle’s manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.**
  - You or Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract.
  - You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked and paid on the Registration page.
  - You are responsible for authorizing any tear-down or diagnosis time needed to determine if Your Vehicle has a Covered Mechanical Breakdown. If it is subsequently determined that the repair is needed due to a Covered Mechanical Breakdown, We will pay for this part of the repair. If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.
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## OTHER IMPORTANT CONTRACT PROVISIONS

For [Advantage] Coverage, the total aggregate liability for all claims paid or payable during the term of this Contract shall not exceed a total dollar amount of \$7,500. If the “[Comfort] Coverage” or “[Performance] Coverage” box is checked, the total aggregate liability for all claims paid or payable during the term of this Contract shall not exceed a total dollar amount of \$10,000.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section.

**ARBITRATION. The parties to this agreement acknowledge and agree that they may have had the right to litigate disputes arising out of or relating to this agreement before a judge and jury but have waived any such rights in favor of resolving such disputes under the arbitration provisions herein.**

The parties to this agreement agree to submit any and all disputes arising out of or related to this agreement to arbitration. Arbitration will be conducted according to such procedures and rules as the parties agree to or, failing such agreement, such procedures and rules as the arbitrator shall set forth. To invoke this arbitration provision, a party shall send written demand for arbitration to the other party by certified mail, return receipt requested. The other party shall have thirty (30) days from the date of the arbitration demand to name a proposed arbitrator for the dispute. The party invoking arbitration shall then have ten (10) days from the naming of the proposed arbitrator to either agree to arbitration with the proposed arbitrator or suggest a different arbitrator. If the parties cannot agree on an arbitrator, the proposed arbitrators chosen by the respective parties shall name a third arbitrator for the dispute, and the parties agree to engage the third arbitrator to adjudicate the dispute. This arbitration provision is not subject to the unilateral filing by one party of an arbitration with the American Arbitration Association or any other arbitration administrator, and the other party shall not

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

be responsible for fees or costs arising from the unilateral filing of an arbitration except in accordance with this provision. The parties expressly waive their rights to have a court adjudicate disputes arising out of or related to this agreement including, without limitation, in small claims court or justice court, except for the sole purpose of confirming and enforcing an arbitration award or enforcing this provision. The parties expressly waive their rights to jury trial of any dispute arising out of or related to this agreement. The parties shall be jointly and severally liable for the arbitrator's fees arising out of this provision and its operation. The arbitrator is empowered to award arbitration costs and fees as part of the award.

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## IF YOU HAVE A MECHANICAL BREAKDOWN, YOU MUST CALL [1-877-838-3322]

**If You have a Mechanical Breakdown, You must follow this procedure:**

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
- (2) Take Your Vehicle to the licensed repair facility of Your choice and have the repair facility contact Us at [1-877-838-3322] for instructions before ANY repairs are made.
- (3) The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.
- (4) Prior to proceeding with repairs, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
- (5) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.
- (6) For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure:

**Emergency Repairs:**

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350)), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (**Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT**). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350)), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see "Special State Requirements and Disclosures" for additional clarifying language)

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## COVERED PARTS

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Service Contract. For convenience, Covered Parts are listed next to the Vehicle systems to which they are related. The Vehicle systems listed are NOT Covered Parts.

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## [ADVANTAGE] COVERAGE

**[ADVANTAGE] COVERAGE is limited to the parts listed below.**

**ENGINE:** Cylinder block and cylinder heads and all internally lubricated parts; timing gear, chain and belt. Cylinder block and heads are only covered if damaged by a covered internally lubricated part.

**TURBOCHARGER/SUPERCHARGER (Factory Installed Only):** Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.

**TRANSMISSION:** Transmission case and all internally lubricated parts; torque converter; vacuum modulator; flywheel/flexplate. Transmission case is only covered if damaged by a covered internally lubricated part inside transmission case.

**TRANSFER CASE:** Transfer case and all internally lubricated parts. Transfer case is only covered if damaged by a covered internally lubricated part inside transfer case.

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

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**DRIVE AXLE(S):** Drive axle housing and all internally lubricated parts. Drive axle case is only covered if damage is caused by a covered internally lubricated part.

**AIR CONDITIONING:** Compressor; compressor clutch and coil; orifice tube; expansion valve; and pressure switch.

**COOLING SYSTEM:** Radiator; radiator overflow reservoir; and water pump.

**FUEL SYSTEM:** Fuel delivery pump; fuel injection pump; and metal fuel lines.

**ELECTRICAL:** Alternator/generator; starter motor; starter solenoid; starter drive; power window switch; power lock switch; and power window motors and regulators.

**SEALS and GASKETS:** Seals and gaskets are covered only as part of repair or replacement of the above Covered Parts. Leaking seals and gaskets are not Covered Parts.

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### [COMFORT] PACKAGE

In addition to all parts listed under [Advantage] coverage, the following parts listed below are covered if the Contract Registration page indicates that You marked and paid for the [COMFORT] PACKAGE.

**AIR CONDITIONING:** Condenser; evaporator ; air conditioning condenser fan and motor; accumulator; and drier.

**COOLING SYSTEM:** Cooling fan, motor and blade; and fan clutch.

**SEALS and GASKETS:** Seals and gaskets are covered only as part of repair or replacement of the above Covered Parts. Leaking seals and gaskets are not Covered Parts.

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### [PERFORMANCE] PACKAGE

In addition to all parts listed under [Advantage] coverage, the following parts listed below are covered if the Contract Registration page indicates that You marked and paid for the [PERFORMANCE] PACKAGE.

**DRIVE AXLE(S):** Locking 4X4 hubs; drive shafts; universal joints; and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not covered under any circumstances.

**ELECTRICAL:** Power lock actuators; turn signal switch; windshield wiper motor; windshield wiper switch; windshield washer pump; windshield washer switch; brake light switch; power trunk release switch; and power antenna motor.

**FUEL SYSTEM:** Fuel pressure regulator; fuel sending unit; and fuel gauge.

**SEALS and GASKETS:** Seals and gaskets are covered only as part of repair or replacement of the above covered parts. Leaking seals and gaskets are not Covered Parts.

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### EXCLUSIONS - What this Vehicle Service Contract Does Not Cover

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Agreement.
- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A breakdown of a Covered Part damaged by a non-covered part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.

Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.

- A breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton.
- Vehicles used for business, deliveries, construction, or commercial hauling (unless the Commercial Use Vehicle box has been marked and paid on the Registration Page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the "Special State Requirements and Disclosures" section.)

### **ROADSIDE COVERAGE - If You Require Roadside Assistance You Must Call [1-866-914-7697]**

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: Towing, Flat Tire Changes (using Your inflated spare), Jump Starts, Vehicle Fluid Delivery, Lockout Assistance, and Concierge Service (courtesy help & emergency phone call support). You are responsible for the cost of any Vehicle Fluids and Key Cutting/Replacement. The maximum benefit is one hundred dollars (\$100) per incident. Roadside services administered by [SafeRide Motor Club, 4287 Beltline Road, Box 198, Addison, TX 75001]. **For any Roadside Service You MUST call [1-866-914-7697] (toll-free)** if your covered Vehicle is in need of a NON-ACCIDENT RELATED Emergency Roadside Service where failure is due to a defect in material or workmanship. Benefits are available 24 hours a day, 365 days a year and are provided on a "Sign & Drive" basis. ONLY ROAD SERVICES PROVIDED THROUGH THIS 866 NUMBER WILL BE HONORED.

**CAR RENTAL DISCOUNT PROGRAM:** You can enjoy and save with special rates when renting a vehicle from participating car rental companies. For information on this discount program, please call [1-866-914-7697] or visit [<http://thetechchoice.com>]

**TRAVEL DISCOUNT PROGRAM:** You can enjoy and save with special rates when participating in the Travel Discount Program. Call [1-866-914-7697] or visit [<http://thetechchoice.com>] for information on participating hotels and how to benefit from these special rates.

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

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## HOW THIS CONTRACT MAY BE TRANSFERRED

This Contract is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser. In order to obtain a transfer form, please visit Our website at [<http://thetechchoice.com>] or contact Us at [1-877-838-3322].

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a seventy-five dollar (\$75) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners.

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## HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS AND DISCLOSURES as a cancellation addendum may be provided. An addendum is not provided for all states.

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the “Exclusions” section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due. If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner, or early cancellation prior to balance being paid in full.

You may cancel this Contract by surrendering Your copy of this Contract with written notice to the Seller or Us. You are entitled to a full refund if You contact and provide written notice of cancellation within the first thirty (30) days after the Purchase Date (the initial period) and if no claims have been paid against the Contract. In the event this Contract is cancelled by You or Us after the initial period, or if a claim has been paid under this Contract, We will refund a prorated amount of the Contract price less all claims paid and less the cancellation fee, if applicable. The pro-rata cancellation is based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term.

**CANCELLATION FEE:** The cancellation fee is seventy-five dollars (\$75). If You are a resident of **Alabama**, the cancellation fee is twenty-five dollars (\$25). If You are a resident of **Florida**, the cancellation fee is forty dollars (\$40). If You are a resident of **Idaho** or **Illinois**, the cancellation fee is fifty dollars (\$50). There are no cancellation fees for residents of **District of Columbia, Georgia, and New Hampshire**.

In order to receive a cancellation form please visit Our website at [<http://thetechchoice.com>] or contact Us at [1-877-838-3322].

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## EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at [<http://www.efgcompanies.com/privacy>] or contact Us at [1-800-527-1984.]

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## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

### ALABAMA

CANCELLATION: If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above.

### ARIZONA

CANCELLATION: This Contract cannot be cancelled or voided by EFG or its representatives for the following reasons including, but not limited to: (i) pre-existing conditions known by the EFG or the Vehicle dealer at the time the Contract was purchased; (ii) prior use or unlawful acts relating to the product; (iii) misrepresentation by either EFG and/or Seller; and (iv) ineligibility for the program, including grey market, high performance and GM diesel autos. Claims paid will not be deducted from Your cancellation refund amount.

### ARKANSAS

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

### CONNECTICUT

CANCELLATION: You have the right to cancel if Your Vehicle is returned, sold, lost, destroyed, or stolen.

ADDITIONAL DISCLOSURE: In home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies § 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

### DISTRICT OF COLUMBIA

CANCELLATION: If We cancel this Contract after the first sixty (60) days, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date.

### FLORIDA

CANCELLATION: If this Contract is cancelled by Us, the return of premium must not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The lien holder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Effective Date, the entire premium will be refunded and less an acquisition charge up to five percent (5%) of the gross premium paid. If cancellation is requested after the first sixty (60) days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro rata basis. Return of premium will not be less than ninety percent (90%) of the paid unearned pro rata premium.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

### GEORGIA

CANCELLATION: Cancellation shall be in accordance with O.C.G.A. 33-24-44. We may only cancel this Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be ten (10) days for non-payment and thirty-one (31) days for other reasons. The lien holder may only cancel Your Contract for repossession of Your Vehicle or if there is a total loss of Your Vehicle. Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Exclusions include (1) A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer, and (2) Any pre-existing condition known to You. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Georgia residents.

### IDAHO

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

### ILLINOIS

CANCELLATION: IN the event this Contract is cancelled by You or Us after the initial period, or if a claim has been paid under this Contract, We will refund a pro-rated amount of the Contract price less any claims paid and less the cancellation fee, if applicable. If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Service Contract Price or fifty dollars (\$50).

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**



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## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

**ADDITIONAL DISCLOSURES:** In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

### INDIANA

**ADDITIONAL DISCLOSURES:** Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Contract excludes coverage for any pre-existing condition known to You.

### IOWA

**ADDITIONAL DISCLOSURES:** This Contract is subject to rules administered by the Iowa Insurance Division at 1-515-281-5705. Written inquiries or complaints should be mailed to the following address: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company include a copy of Your Contract and Your paid repair order.

### LOUISIANA

**CANCELLATION:** In calculating any refund, no deduction will be made for any claims that have been paid under the Contract.

### MARYLAND

**ADDITIONAL DISCLOSURES:** In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

### MINNESOTA

**CANCELLATION:** We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

**ADDITIONAL DISCLOSURES:** (1) If the used Motor Vehicle has less than thirty-six thousand (36,000) miles, the warranty must remain in effect for at least sixty (60) days or two thousand, five hundred (2,500) miles whichever comes first. (2) If the used Motor Vehicle has thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles, the warranty must remain in effect for at least thirty (30) days or one thousand (1,000) miles, whichever comes first. All coverage provided for Your Vehicle under this Motor Vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same coverage Vehicle as outlined above.

### MISSISSIPPI

**ADDITIONAL DISCLOSURES:** For claims authorization and approvals call [1-877-838-3322], during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact [1-877-838-3322] and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG), [P.O. Box 167667, Irving, TX 75016, 1-877-838-3322, [www.efgcompanies.com](http://www.efgcompanies.com)] for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Mississippi residents.

### MISSOURI

**CANCELLATION:** A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Provider.

**ADDITIONAL DISCLOSURES:** In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination.

### NEBRASKA

**ADDITIONAL DISCLOSURES:** The obligations of the Obligor to You are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.]

Nebraska residents are not required to resolve disputes by way of Arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "OTHER IMPORTANT CONTRACT PROVISIONS" section of this Contract.

### NEVADA

**CANCELLATION:** Cancellations will be administered in accordance with NAC 690C.120. If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. We will refund the purchase price of the Contract within forty-five (45) days after the Contract has been returned to Us. A ten percent (10%) penalty

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

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## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

will be added to Your refund for each thirty (30) day period that the refund remains unpaid. No cancellation fee will be charged to the Contract Holder if this Contract is cancelled by Us. Should Your Contract be cancelled due to lack of payment in a timely manner then Your Contract will be cancelled and a refund will be issued in accordance with NAC 690C.120(1). Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: This Contract is non-renewable.

### NEW HAMPSHIRE

ADDITIONAL DISCLOSURES: Your benefits and the Seller's obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694]. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

### NEW YORK

CANCELLATION: If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. A ten (10%) percent penalty per month shall be added to a refund that is not made with thirty (30) days of return of the Contract to the Issuing Seller.

### NORTH CAROLINA

CANCELLATION: The Consumer can cancel at any time after purchase and receive a pro-rata refund less a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro-rata refund.

### OKLAHOMA

CANCELLATION: The following statement replaces the refund language in the Contract cancellation section: The following cancellation language applies after the "Waiting Period" is complete: You are entitled to a full refund in the event You cancel the Contract within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is cancelled by You after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of premium shall be based upon one hundred (100%) of the unearned pro-rata premium in addition to any claims paid by the Contract. We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50). In the event the Contract is cancelled by Us, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.

ADDITIONAL DISCLOSURES: This is not an Insurance Contract. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Roadside services are administered by [SafeRide Motor Club, 4287 Beltline Road, Box 198, Addison, TX 75001, 1-866-914-7697.]

The Arbitration Provision section of this Contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court.

### OREGON

ADDITIONAL DISCLOSURE: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the insured person. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties.

### SOUTH CAROLINA

CANCELLATION: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. If You cancel after the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above less any claims paid.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. Should You have a disputed claim, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467.

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

### TEXAS

**CANCELLATION:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us.

**ADDITIONAL DISCLOSURES:** Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 512-463-2906 or 1-800-803-9202.

### UTAH

**CANCELLATION:** This Contract may only be cancelled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the lien holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

**ADDITIONAL DISCLOSURES:** Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service Contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed; the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source. Roadside services are administered by [SafeRide Motor Club, 4287 Beltline Road, Box 198, Addison, TX 75001, 1-866-914-7697].

**Emergency Repairs:** For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

### VERMONT

**CANCELLATION:** We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, or violation of any of the terms or conditions of the Service Contract. If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

### WISCONSIN

**ADDITIONAL DISCLOSURES:** This Contract contains the complete agreement between the parties and should be signed in the Registration Page by both the Customer and an Authorized Representative of the Issuing Seller. The terms of the Motorists Assistance Plan shall be interpreted to be consistent with the intent of applicable Laws and Regulations of the State of Wisconsin Office of the Commissioner of Insurance, and specific reference is made to Section Insurance Code 15.01, Wisconsin Administrative Code. Enterprise Financial Group, Inc. is an authorized plan administrator, assumes the obligation of the Issuing Seller under S. Ins. 15.012 (5)(b), Wis. Adm. Code. THIS VEHICLE SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE.

Proof of loss must be provided as soon as reasonably possible. Failure to furnish proof of loss within such time does not invalidate or reduce Your claim if You can demonstrate that it was not reasonably possible to file the documents within such time period.

In event that coverage is provided under this Contract, We shall be subrogated to all the rights You may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, after You have been made whole, all amounts recovered by You for which You have also received benefits under this Contract shall belong to, and be paid to Us, up to the amount of benefits paid under this Contract. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Wisconsin residents.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's Insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103.

**Prior to any service You must contact EFG at [1-877-838-3322] for instructions before ANY repairs are started on Your Vehicle.**

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## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

### WYOMING

**CANCELLATION:** You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You. Upon return of the Service Contract to Us within the applicable time period, if no claim has been made under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund You, or the lien holder, with the full purchase price of the Service Contract. The right to void the Service Contract is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

**ADDITIONAL DISCLOSURES:** The Arbitration provisions outlined in the "Other Important Contract Provisions" section does not apply to Wyoming residents.

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## 12 MONTH PAINLESS DENT REPAIR (PDR) ADDENDUM

**You will be provided with a 12 month Painless Dent Repair Benefit at no cost to you. This benefit is provided by and through Dent Zone Companies and is a separate Addendum from your Tech Choice vehicle service contract.**

**The 12 month term for this benefit begins after a mandatory “Waiting Period” of 60 days. 60 days will be added to the term of this benefit from the original Contract Purchase Date. No benefits are payable during the 60 day “Waiting Period”.**

To arrange for **PDR** repair under this **Addendum**, **You** must first call **866-923-8590** to obtain prior authorization. Once authorization is granted, **You** will be contacted by a **Dent Zone** certified technician. **YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY PROVISION OF SERVICE UNDER THIS ADDENDUM, WITHOUT PRIOR APPROVAL OF DENT ZONE.** **You** may be asked to take **Your Vehicle** to a participating automobile dealer to obtain service.

**We** will have fulfilled our obligations after an examination of the vehicle and an explanation is given for any dent(s) not repairable using **PDR** or if the damaged area cannot be completely repaired by the **PDR** process. Any damage that the **Dent Zone** Certified Technician determines cannot be repaired by the **PDR** process is excluded from coverage. **Dent Zone** retains sole authority to determine whether the damage can be repaired using the **PDR** process.

### **Limitations of the PDR process:**

#### **ACCESS:**

**Some examples that limit access to the dent are:**

1. Installed custom aftermarket services or equipment which have altered a manufacturer’s original specifications/configuration;
2. Manufacturer’s bracing;
3. Double metal panels;
4. Other access limitations.

#### **TYPE OF DAMAGE:**

**Some examples that limit access to the dent are:**

1. Damage on or near the edges of an auto body panel may limit the PDR process due to thick bracing, heavy glue or welds.
2. Severe or sharp crease or bends may prevent metal from flexing back to original form.
3. Some body lines or curves in auto panels may prevent metal from flexing back to original form.
4. A large or deep dent may stretch the metal too far and may not allow the metal to return to its original form.
5. Dents exceeding four (4) inches or larger (see exclusions).
6. Dents that would require repainting (see exclusions).
7. Other damage limitations.

#### **EXCLUSIONS:**

1. Any dents that existed on your vehicle at the time this Addendum was issued.
2. Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.
3. Environmental damage including rust, corrosion, hail damage, and damage from chemicals.
4. Chrome or unpainted portions of the vehicle, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body.
5. Any damage to the interior of the vehicle or the undercarriage of the vehicle.
6. Chips, cracks or other damage to the paint on the surface of the vehicle.
7. Dents or dings on any horizontal panels.
8. Dents, dings or creases that will damage the body or paint finish if the **PDR** system is utilized.
9. Dents or Dings that exceed four (4) inches in diameter
10. Dents or dings that are not capable of being completely repaired using the **PDR** process.
11. Dents or dings that must be repaired using putty, sanding, bonding, primer or paint.